

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

FILED

May 7, 2021

**OFFICE OF
APPELLATE COURTS**

In Re Petition for Disciplinary Action
against BROOKS RICHARD SIEGEL,
a Minnesota Attorney,
Registration No. 0397925.

**PETITION FOR
DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

The Director of the Office of Lawyers Professional Responsibility (Director) files this petition seeking reciprocal discipline pursuant to Rule 12(d), Rules on Lawyers Professional Responsibility. The Director alleges:

The above-named attorney (respondent) was admitted to practice law in Minnesota on April 11, 2016. Respondent was admitted to practice law in Arizona on September 25, 2014. Respondent's main office is located in North Miami Beach, Florida; he was admitted to practice in Florida in 2017. Respondent also has active cases in Minnesota.

On December 15, 2020, the presiding disciplinary judge of the Arizona Supreme Court issued a final order based on an agreement for discipline by consent, imposing on respondent a public reprimand and one year of probation (*see* attached Exhibit 1). As set forth in the agreement for discipline by consent, attached as Exhibit 1, the basis for this discipline was respondent's misconduct related to respondent failing to diligently represent and directly communicate with his client for extended periods of time and failing to supervise his non-lawyer assistant during a client representation related to settling lemon law claims with the vehicle manufacturer. Respondent's conduct caused

harm to his client by delaying resolution of the matter for more than nine months and preventing the client from selling his vehicle.

The Arizona Supreme Court adopted the facts listed in the agreement for discipline by consent, attached as Exhibit 2, concluding that respondent's conduct violated Rule 42, Ariz. R. Sup. Ct., in particular Ethical Rules (ERs) 1.3 (diligence); 1.4 (communication); 5.1(a) (responsibilities of partners, managers and supervisory lawyers); and 5.3(a) (responsibilities regarding non-lawyer assistants).

WHEREFORE, the Director respectfully prays for an order of this Court imposing identical discipline by the Minnesota Supreme Court as stipulated by the parties.



Humiston, Susan

Apr 29 2021 11:34 AM

SUSAN M. HUMISTON

DIRECTOR OF THE OFFICE OF LAWYERS

PROFESSIONAL RESPONSIBILITY

Attorney No. 0254289

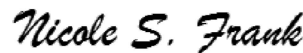
445 Minnesota Street, Suite 2400

St. Paul, MN 55101-2139

(651) 296-3952

Susan.Humiston@courts.state.mn.us

and



Frank, Nicole

Apr 29 2021 9:09 AM

NICOLE S. FRANK

ASSISTANT DIRECTOR

Attorney No. 0388822

Nicole.Frank@courts.state.mn.us

Exhibit 1

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER
OF THE STATE BAR OF
ARIZONA,**

**BROOKS RICHARD SIEGEL,
Bar No. 031453**

Respondent.

PDJ 2020-9050

**DECISION ACCEPTING
DISCIPLINE BY CONSENT**

[State Bar File No. 19-30-98]

FILED DECEMBER 15, 2020

A Probable Cause Order issued on July 2, 2020 and the formal complaint was filed on July 7, 2020. On December 2, 2020, the parties filed an Agreement for Discipline by Consent (Agreement). The State Bar is represented by Senior Bar Counsel Hunter F. Perlmeter. Mr. Siegel is represented by Robert Dilk and Jack Wilenchik of *Wilenchik & Bartness*.

Rule 57 requires admissions be tendered solely “...in exchange for the stated form of discipline....” Under that rule, the right to an adjudicatory hearing is waived only if the “...conditional admission and proposed form of discipline is approved....” If the agreement is not accepted, those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Mr. Siegel has voluntarily waived the right to an adjudicatory hearing, and waived all motions, defenses, objections or requests that could be asserted upon approval of the

proposed form of discipline. Notice of the Agreement and the Rule 53(b)(3) opportunity to file an objection within five (5) business days was sent to Complainant by letter on October 19, 2020. No objection has been filed.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Siegel admits to violating Rule 42, ERs 1.3 (diligence), 1.4 (communication), 5.1(a) (responsibilities of partners, managers and supervisory lawyers), and 5.3 (responsibilities regarding nonlawyer assistants).

The admissions in the Agreement constitute grounds for imposing the stipulated sanctions. Mr. Siegel was hired in 2018 to represent a client in a Lemon Law matter. Thereafter, Mr. Siegel failed to diligently represent and directly communicate with his client for extended periods of time. He further failed to supervise his non-lawyer assistant.

Mr. Siegel negligently violated his duty to the client and the profession causing potential harm. The Agreement includes a discussion of the legal grounds in consultation with the American Bar Association's *Standards for Imposing Lawyer Sanctions* warranting the presumptive sanction of reprimand under *Standard 4.43, Lack of Diligence*. The parties stipulate to reprimand, one year of probation (LOMAP) and Mr. Siegel shall pay of costs totaling \$1,200.00 within thirty (30) days from the date of this order.

IT IS ORDERED accepting the Agreement and incorporating it with any supporting documents by this reference. A final judgment and order is signed this date.

DATED this 15th day of December, 2020.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing emailed
this 15th day of December, 2020, to:

Robert J. Dilk
Jack Wilenchik
The Wilenchik & Bartness Building,
2810 N. Third Street
Phoenix, Arizona 85004
Email: RobertD@wb-law.com and jackw@wb-law.com
Respondent's Counsel

Hunter F. Perlmeter
Senior Bar Counsel
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016
Email: LRO@staff.azbar.org

by: MSmith

Exhibit 2

Hunter F. Perlmeter, Bar No. 024755
Senior Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone (602)340-7386
Email: LRO@staff.azbar.org

Robert J. Dilk, Bar No. 035925
Jack Wilenchik, Bar No. 029353
The Wilenchik & Bartness Building,
2810 N. Third Street
Phoenix, Arizona 85004
Telephone (602)606-2810
Email: jackw@wb-law.com
Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER
OF THE STATE BAR OF
ARIZONA,**

**BROOKS RICHARD. SIEGEL,
Bar No. 031453,**

Respondent.

PDJ 2020-9050

State Bar File No. **19-3098**

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

The State Bar of Arizona, and Respondent Brooks Richard Siegel who is represented in this matter by counsel, Jack Wilenchik, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. A

probable cause order was entered on July 2, 2020. A formal complaint was filed July 7, 2020. Respondent timely answered. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the complainant by letter on October 19, 2020, notifying him of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. Complainant did not file an objection.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.3, 1.4, 5.1(a), and 5.3(a). Upon acceptance of this agreement, Respondent agrees to the following discipline: Reprimand with Probation to include participation in the Law Office Management Program (LOMAP). Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order. If costs are not

paid within the 30 days interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

GENERAL ALLEGATIONS

1. Respondent became licensed to practice law in Arizona on September 25, 2014.
2. Respondent resides in Florida. No attorney or staff member with his firm resides or works in Arizona.

COUNT ONE (File no. 19-3098/ Cogan)

3. On December 21, 2018, Bryan Cogan hired Respondent's firm, the Lemon Law Group, for representation in a Lemon Law case.
4. Respondent did not directly communicate with Cogan at any point during the intake process. Using "DocuSign", Respondent's staff member sent Cogan a fee agreement that Cogan signed electronically.

¹ Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

5. Respondent did not directly communicate with Cogan during the first nine months of the representation.

6. On December 27, 2019, Respondent's paralegal, Hector, wrote an email to Cogan in which he stated, "our goal is to try to get the manufacturer to make a pre-litigation offer so that there will be no need to file litigation, as that can be a lengthy process."

7. On January 3, 2019, Cogan emailed a question to a staff member named Ted about a form that the manufacturer had asked his wife to sign.

8. Ted responded, "I copied your case manager Hector on this response. I only do intake for new clients. Hector is the person in charge of your case at this point. Hector can you address this when you have a chance?"

9. Hector responded, "this usually refers to a pre-litigation requirement we must fulfill. We may have to file for arbitration prior to filing suit, if need be."

10. On January 17, 2019, Hector emailed the manufacturer as follows:

Attached please find a copy of our client's repair orders. Please be advised that before we file a lawsuit and the parties start to incur significant legal fees in this case, we would like to discuss possible settlement. At this time, our client is willing to settle this matter for a repurchase of the vehicle plus attorney fees and costs. The offer to compromise will remain valid for 7 days. Please contact

me to discuss after you have had an opportunity to review.

11. On March 7, 2019, Hector emailed the manufacturer: “I am following up in regards to our client’s demand. We cordially ask for a response by next week, otherwise we will begin the process of filing suit.”

12. On March 13, 2019, the manufacturer responded, “... as a gesture of goodwill, we would like to offer a settlement of \$4,000 inclusive of attorney’s fees.”

13. On March 13, 2019, Hector left a voice mail for Cogan regarding the offer.

14. On March 20, 2019, Hector, not Respondent, spoke to Cogan on the phone concerning the offer and received authority for a counter-offer.

15. On March 20, 2019, Hector responded to the manufacturer, “Our client has reviewed Land Rover’s offer of \$4,000. At this time, he is willing to settle this matter for \$15,000.”

16. On March 21, 2019, the manufacturer responded, “We can increase our offer to \$4,500.00 inclusive of attorney’s fees. We do not anticipate offering more than this amount.”

17. Thereafter, Hector spoke with Cogan, who accepted the offer.

18. On March 26, 2019, Hector emailed the manufacturer, “At this time, our client accepts Land Rover’s offer of \$4,500, contingent upon receipt and review of the agreement/release.”

19. On March 26, 2019, Hector wrote the following email to Cogan:

Per our previous phone conversation, this email will confirm that you have authorized our office to accept Land Rover's \$4,500 cash settlement offer. Of this amount you will receive \$1,500 in your pocket and and \$3,000 constitutes the complete payment of attorneys' fees by Land Rover. Like we've discussed previously, you will keep the vehicle and the loan and Land Rover will continue to honor the remaining terms of the warranty.

We will contact you once we receive the Release Agreement. If this is not to your understanding, please contact me immediately.

20. Thereafter, Cogan did not receive settlement funds and did not receive communication from Respondent concerning the significant delay that resulted from a dispute concerning terms of the manufacturer’s release.

21. On April 8, 2019, Hector emailed the manufacturer, “I’m following up on the settlement release. Please be advised if we do not receive the release by the end of the week we will be forced to move forward into litigation.”

22. On April 30, 2019, Cogan emailed Hector regarding status. Hector responded, “Land Rover has not provided the settlement release as of yet.”

23. On June 11, 2019, Cogan emailed Hector, “It has been over a month since we emailed you. Just checking in with you. When do you think we will receive the settlement?”

24. On June 12, 2019, Hector emailed Cogan that Respondent “should be clearing things up with Range Rover this week.”

25. The case was not resolved that week and Respondent did not provide an update to Cogan.

26. On July 5, 2019, Cogan emailed, “It has been two weeks since you said they should be clearing things up. Any update?”

27. On July 8, 2019, Hector responded, “The attorney is still in communication with Land Rover. We will let you know as it progresses.”

28. Cogan immediately responded, “we agreed to the settlement on March 20th. It has been four months. Can I see a copy of the latest correspondence?”

29. Hector responded:

Lemon Law group and Land Rover can’t agree on the specific language for the settlement releases. This is a nationwide issue and our litigation managing attorney is

the one communicating with them. I do not have access to her emails. There is a chance we will litigate for any and all of those cases.

30. Hector was referencing the firm's managing attorney Joe Cook, who is not licensed in Arizona.

31. On approximately July 20, 2019, because the case had still not been resolved, Cogan emailed the firm and indicated that he would be filing a bar charge against Respondent.

32. On July 24, 2019, Cogan emailed Hector, "Can you give me something from your attorney saying they haven't collected from Range Rover? It really seems hard to believe. I feel like you went silent on me."

33. On July 25, 2019, Hector responded, "I will request it from the attorney."

34. On August 7, 2019, a staff member named Randy spoke with Cogan and told him that the firm would need to file an arbitration claim on Cogan's behalf.

35. On August 19, 2019, Randy emailed Cogan, "If you dispose of the vehicle that would jeopardize your claim and you would be responsible to pay our fees. Please advise."

36. Cogan responded, “Then pls give me a time frame that we can sell this car? You have been taking some time now.”

37. Randy responded, “We discussed on or about 8/7/2019 the reason why we had to pursue the arbitration process. The manufacturer was not willing to include some crucial language in the release that wouldn’t cover all your rights. The arbitration process takes about 40 days from the date of filing and the application was sent to you earlier today for review and signature. If we’re unsuccessful then we will have to look into the possibility of filing suit which can take a little longer. Please advise.”

38. On August 19, 2019, a legal assistant, Diana, emailed Cogan that the firm had filed arbitration through the Better Business Bureau.

39. On September 11, 2019, the Better Business Bureau denied Cogan’s claim.

40. On September 12, 2019, Cogan was told his case was being assigned to a staff member named Amy. Cogan called Amy and indicated that he would like to speak with an attorney because he had never before spoken with one.

41. In late September of 2019, Respondent called Cogan for the first time. He indicated that there was an ongoing issue with the language of the settlement

release, but that he would draft a release himself and provide it to Cogan for review.

42. On September 26, 2019, Cogan emailed Hector, “I’ve called Amy Pearson three times and left messages without any return call. You’re not leaving me too many options this is (sic) been painful working with you guys. Can you please let me know what’s going on if not I have to sell my car this is (sic) been nine months.”

43. A week later, when no release had been provided, Cogan called the firm again and asked to speak to Respondent. He was transferred to an employee named Stephen. Stephen indicated he would give Cogan’s message to the appropriate person. Cogan, however, did not receive a return phone call.

44. On November 4, 2019, Cogan emailed Hector and asked, “Can you please talk to Brooks Siegel [Respondent] and ask him for that release he was going to send me so I can sell my Ranger Rover?”

45. Hector responded, “The attorney doesn’t have the release. Land Rover is the one that has to provide it.”

46. Cogan replied, “That’s not what Brooks told me over a month ago. He said he would draft up a release!!! I called the State Bar and they are assigning the case to a attorney to handle it.”

47. On November 4, 2019, Cogan contacted the State Bar.

48. Also, on November 4, 2019, Cogan emailed Randy of Respondent’s office as follows: “Can you ask Brooks Siegel if he plans on sending me the release like he said? So I can sell my Range Rover?”

49. Approximately two weeks later, Hector sent Cogan a release received from the manufacturer and forwarded it to Cogan.

50. On November 22, 2019, Cogan emailed, “I don’t see in the release where I get paid?”

51. On December 11, 2019, Respondent again emailed a copy of the release to Cogan.

52. Cogan responded, “Do I still get the \$1500 dollars? I didn’t see that in the release.” Nobody responded to Cogan’s email.

53. On December 27, 2019, Cogan emailed Respondent directly, “As you can see my last email asking about the release and no one has answered my

questions. I'm kinda at a loss without a answer? And don't know where we stand with all this? Hector also didn't answer me. Please let me know?"

54. On December 28, 2019, Respondent and Cogan spoke directly and Respondent indicated he would send a release to Cogan. After the call, he did so.

55. Cogan signed and returned the release but heard nothing further from Respondent.

56. On January 12, 2020, Cogan wrote, "Signed the paper that you sent to me. You were supposed to get back to me?? Have not heard anything from you. Tomorrow is the 13th. I need to sell my car. Please get back to me when I can expect the release? I was told you would get back to me after the 1st because of the holiday."

57. In February of 2020, Respondent's firm received the settlement check from the manufacturer and forwarded it to Cogan.

CONDITIONAL ADMISSIONS

Respondent's admissions are being tendered in exchange for the form of discipline stated below and are submitted freely and voluntarily and not as a result of coercion or intimidation. Respondent conditionally admits that he violated Rule 42, Ariz. R. Sup. Ct., specifically ERs 1.3, 1.4, 5.1(a), and 5.3(a).

CONDITIONAL DISMISSALS

There are no conditional dismissals.

RESTITUTION

Restitution is not an issue in this matter.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanctions are appropriate: Reprimand with Probation for one (1) year, the terms of probation which will consist of:

1. LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order. Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

Respondent shall commit no further violations of the Rules of Professional Conduct.

NON-COMPLIANCE WITH PROBATION

If Respondent fails to comply with any of the foregoing probation terms and the State Bar of Arizona receives information thereof, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether Respondent breached a term of probation and, if so, to recommend an appropriate sanction. If the State Bar alleges that Respondent failed to comply with any of the foregoing terms the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

If Respondent violates any of the terms of this agreement, the State Bar may bring further discipline proceedings.

LEGAL GROUNDS IN SUPPORT OF SANCTION

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in

various types of misconduct. *Standards* 1.3, Commentary. The *Standards* provide guidance with respect to an appropriate sanction in this matter.

In determining an appropriate sanction the Court considers the duty violated, the lawyer's mental state, the actual or potential injury caused by the misconduct and the existence of aggravating and mitigating factors. *Standard* 3.0.

The parties agree that *Standard 4.4 Lack of Diligence* is the appropriate *Standard* given the facts and circumstances of this matter. Specifically, *Standard* 4.43 provides that "[Reprimand] is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client and causes injury or potential injury to a client."

The duty violated

Respondent's conduct violated his duty to the client and the profession.

The lawyer's mental state

Respondent negligently violated the Rules of Professional Conduct.

The extent of the actual or potential injury

There was potential harm to the client as a result of Respondent's failure to directly communicate with his client for substantial periods of time.

Aggravating and mitigating circumstances

The presumptive sanction is Reprimand. The parties conditionally agree that the following aggravating and mitigating factors should be considered:

In aggravation:

9.22(a) prior disciplinary offenses: file no. 17-0588 – Admonition w/ 2 years' probation

9.22(c) a pattern of misconduct: The parties agree that Respondent was admonished for similar conduct in State Bar file no. 17-0588

9.22(d) multiple offenses: Respondent violated the several ERs detailed in the Complaint.

In mitigation:

9.32(e) full and free disclosure to the State Bar: Respondent timely responded to all requests for information.

9.32(f) inexperience in the practice of law: Respondent was admitted in September of 2014.

Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. In re *Peasley*, 208 Ariz. 27 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand with Probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

DATED this 2nd day of December, 2020

STATE BAR OF ARIZONA

/s/ Hunter F. Perlmeter
Hunter F. Perlmeter
Senior Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.

DATED this _____ day of December, 2020.

Brooks Richard Siegel
Respondent

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. In re *Peasley*, 208 Ariz. 27 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand with Probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

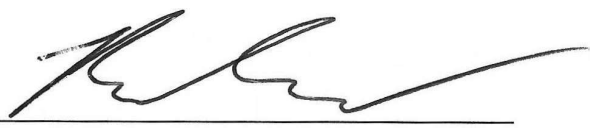
DATED this _____ day of October, 2020

STATE BAR OF ARIZONA

Hunter F. Perlmeier
Senior Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.

DATED this 1st day of December, 2020.



Brooks Richard Siegel
Respondent

DATED this 2nd day of December, 2020.

/s/ Robert J. Dilk

Robert J. Dilk
Counsel for Respondent

Approved as to form and content

/s/ Amy K. Rehm

Amy K. Rehm
Deputy Chief Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 2nd day of December, 2020

Copy of the foregoing emailed
this 2nd day of December, 2020, to:

The Honorable William J. O'Neil
Presiding Disciplinary Judge
Supreme Court of Arizona
1501 West Washington Street, Suite 102
Phoenix, Arizona 85007
E-mail: officepdj@courts.az.gov

Copy of the foregoing emailed
this 2nd day of December, 2020, to:

Robert J. Dilk
Jack Wilenchik
The Wilenchik & Bartness Building,
2810 N. Third Street
Phoenix, Arizona 85004
Email: RobertD@wb-law.com and jackw@wb-law.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 2nd day of December, 2020, to:

Lawyer Regulation Records Manager
State Bar of Arizona
4201 N. 24th St., Suite 100
Phoenix, Arizona 85016-6266

by: /s/ Karen E. Calcagno
HFP/kec

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona
Brooks Richard Siegel, Bar No. 031453, Respondent

File No. 19-3098

Administrative Expenses

The Supreme Court of Arizona has adopted a schedule of administrative expenses to be assessed in lawyer discipline. If the number of charges/complainants exceeds five, the assessment for the general administrative expenses shall increase by 20% for each additional charge/complainant where a violation is admitted or proven.

Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative costs will increase based on the length of time it takes a matter to proceed through the adjudication process.

General Administrative Expenses for above-numbered proceedings

\$1,200.00

Additional costs incurred by the State Bar of Arizona in the processing of this disciplinary matter, and not included in administrative expenses, are itemized below.

Staff Investigator/Miscellaneous Charges

Total for staff investigator charges \$ 0.00

TOTAL COSTS AND EXPENSES INCURRED **\$ 1,200.00**

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER
OF THE STATE BAR OF
ARIZONA,**

**BROOKS RICHARD. SIEGEL,
Bar No. 031453,**

PDJ 2020-9050

**FINAL JUDGMENT AND
ORDER**

State Bar No. 19-3098

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed agreement.

Accordingly:

IT IS ORDERED that Respondent, **Brooks Richard. Siegel**, is **Reprimanded** for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED that Respondent is placed on probation for a period of one (1) year. The terms of probation are:

a) LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order.

Respondent shall submit to a LOMAP examination of their office

procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein.

Respondent will be responsible for any costs associated with LOMAP.

Respondent shall commit no further violations of the Rules of Professional Conduct.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$ _____, within 30 days from the date of service of this Order.

IT IS FURTHER ORDERED that Respondent shall pay the costs and expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings in the amount of _____, within 30 days from the date of service of this Order.

DATED this _____ day of December, 2020.

William J. O'Neil, Presiding Disciplinary Judge

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this _____ day of December, 2020.

Copies of the foregoing mailed/mailed
this _____ day of December, 2020, to:

Robert J. Dilk
Jack Wilenchik
The Wilenchik & Bartness Building,
2810 N. Third Street
Phoenix, Arizona 85004
Email: RobertD@wb-law.com and jackw@wb-law.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this _____ day of December, 2020, to:

Hunter F Perlmeier
Senior Bar Counsel
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

Copy of the foregoing hand-delivered
this _____ day of December, 2020 to:

Lawyer Regulation Records Manager
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266

by: _____